

**KENNETH I. GROSS, ESQ., Bar #117838**  
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Attorneys for Plaintiff YUEH YING LEE and CHUAN NENG LEE

**UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

UNITED STATES OF AMERICA,	) No. CR 18- 217( A) - AG
	)
Plaintiff,	) DECLARATION OF KENNETH I.
	) GROSS, ESQ.
	)
	)
vs.	)
	)
	)
LI LIN HSU, aka Yilin Hsu, aka	)
Yilin Hsu Lee,	)
	)
Defendant.	)

I, KENNETH I. GROSS declare I have personal knowledge of the following facts:

1. I am an attorney at law duly licensed to practice before all the Courts of the State of California and the U.S. District Court for the Central District of California, and am attorney for victims YUEH YING LEE and CHUAN NENG LEE.

1           2. I have been practicing law in California since 1985. My current hourly  
2 rate is \$525. I represented the Lee victims in their claims against defendant LI  
3 LIN HSU. The fee for my representation is a contingency fee equalling 20% of all  
4 sums collected for the Lees.

5           3. My representation began in June, 2018 and continues today, and will  
6 continue in to the future as we continue to seek to collect the money stolen from  
7 my clients by the defendant.

8           4. As part of my representation, I have filed a lawsuit against defendant LI  
9 LIN HSU in the Los Angeles County Superior Court, bearing case number  
10 KC070385, which is still pending in the Pomona Courthouse.

11           5. After filing the lawsuit, I participated, along with my clients and  
12 defendant Hsu's former counsel Alex Asadi, in a mediation before the Hon. Stuart  
13 Waldrip, Ret. The civil case was settled at the mediation for \$4,850,000 dollars.  
14 One of the terms of the mediation, was that Ms. Hsu would deed the real property  
15 at 111 Bosque, to my clients, and receive a credit against the settlement figure due  
16 in the amount of \$1,395,000. Ms. Hsu agreed to sign a Stipulation for Entry of  
17 Judgment and the balance of the settlement funds was due to be paid to my clients  
18 by the end of February, 2019. Subsequently Ms. Hsu refused to sign the  
19 Stipulation for Entry of Judgment and failed to pay my clients any money.

20           6. Ms. Hsu has not complied with the financial terms of the Settlement  
21 Agreement, other than deeding the Irvine property to my clients. That property has  
22 been sold and the seller's proceeds wired to my Client Trust account. From the  
23 total received, I deducted the costs of the sale incurred by my clients (real estate  
24 commission; escrow fees; title report), and from that resulting figure deducted a  
25 20% fee, less \$15,150 the Lees had paid in advance. I also deducted \$5,000 for out  
26

1 of pocket expenses incurred by my office on behalf of the Lees. This sum was  
2 \$4,128 and itemized as follows:

3  
4 Lawsuit filing fee \$435.00  
5 Mediation fee 3,370.00  
6 Courtcall 081419 124.00  
7 Motion reservation 61.65  
8 Courtcall 091919 124.00  
9 Motion reservation 13.65

10 \$4,128.00

11 I withheld the additional \$872.00 for future costs. Since that time, I have incurred  
12 \$323.30 through December 30, 2019. Total attorney fees and costs incurred by the  
13 Lee victims is \$245,452.48. I wired the Lees \$972,765.72.

14 7. Presently we have pending in the civil action, a Motion to Enforce the  
15 Settlement Agreement in which I seek to have the settlement entered as a  
16 judgment, with credit to Ms. Hsu of \$1,395,000 as discussed above in paragraph 5.

17 I declare under penalty of perjury, pursuant to the laws of the State of  
18 California that the foregoing is true and correct.

19 Executed this 23<sup>rd</sup> day of January, 2020 at Los Angeles, CA

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21 \_\_\_\_\_  
22 Kenneth I. Gross  
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